

**APPENDIX RECORDING**

**EXHIBIT II**

**SELECTED SERVICE OPTIONS  
AND METHOD OF PROVISION**

**EFFECTIVE DATE:** \_\_\_\_\_

**METHOD OF PROVISION:**

Circle One:

**Data File**

**9 Track Magnetic Tape**

**18 Track Magnetic Tape**

## APPENDIX RECORDING

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3/3/97

### EXHIBIT III-A

#### BASIS OF COMPENSATION [Rates to be consistent with order.]

EFFECTIVE: \_\_\_\_\_

LSP shall pay SWBT the following amounts for services provided under the Recording, Message Processing and Provision of Message Detail Appendix.

TYPE OF ACTIVITY	RATE
A.      Recording Per AUR	\$0.0100
B.      Assembly and Editing Per Message and/or AUR	\$0.0050
C.      Rating Per Message	\$0.0050
D.      Message Processing Per Message and/or AUR	\$0.0050
E.      Provision of Message Detail Per Record	\$0.0030
F.      Source Information Provided	
1. Per Record Purchased - Meet Point Bill Applicable	\$0.0115
2. Per Record Purchased - Meet Point Bill Not Applicable	\$0.0230

**APPENDIX RECORDING**

**EXHIBIT III-B**

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**INVOICE DESIGNATION**

COMPANY NAME: \_\_\_\_\_

EXCHANGE COMPANY I.D. NUMBER (OCN): \_\_\_\_

**BILLABLE INVOICE INTERVAL:**

Check One:

☐

Daily (Full Status RAO Companies will receive billable messages daily.)

☐

Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1 3 5 7 9 11 13 15 17 19 21 23 25 27 29

**TAPE MAILING ADDRESS:**

(Full RAO Companies will receive AURs at the same address as billable message toll.)

**APPENDIX RECORDING**

**EXHIBIT III-B**

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**3/3/97**

**AUR INVOICE INTERVAL:**

Check One:

☐

Daily (Full Status RAO Companies will receive AURs daily.)

☐

Bill period (A maximum of five dates may be chosen.) A file is created five workdays from each bill period date, and three additional days should be allowed for distribution. Circle a maximum of five bill period dates:

1   3   5   7   9   11   13   15   17   19   21   23   25   27   29

**TAPE MAILING ADDRESS:**

(Full RAO Companies will receive AURs at the same address as billable message toll.)

## **APPENDIX BCR**

## APPENDIX BCR BILLING, COLLECTING AND REMITTING APPENDIX

This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) or Cox but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.

### I. DEFINITIONS

- A. BellCore Client Company Calling Card and Third Number Settlement (BCC CATS) System - Nationwide system used to produce information reports that are used in the settlement of LEC revenues recorded by one BCC (or LEC) and billed to an end user of another BCC (or LEC) as described in accordance with the BellCore Practice BR 981-200-110.
- B. Charges - the amount approved or allowed by the appropriate regulatory authority to be billed to an end user for any of the services described in Section II., rendered by a LEC to an end user.
- C. Compensation - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section IV.
- D. IntraLATA - within a Local Access and Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term "IntraLATA messages," as used herein, shall only include those that qualify for the BellCore Client Company BCC CATS process.
- E. InterLATA - between Local Access and Transport Areas (LATAs) as defined in the FCC's CC Docket No. 78-72. InterLATA messages are those messages which originate in one LATA and terminate in a different LATA. The term "InterLATA messages" as used herein, shall only include those that qualify for the BellCore Client Company BCC CATS process.
- F. Local Exchange Carrier (LEC) - as used in this Appendix shall mean those Local Exchange Carriers or Local Service Providers using BCC CATS as a message tracking system.
- G. Local Message - Local messages are those messages which originate and terminate within the area defined as the local service area of the station from which the message originates.
- H. Revenues - the sum of all or part of the charges as defined above.

## II. SCOPE OF APPENDIX

This Appendix shall apply to procedures for the billing, collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:

- A. LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
  - 1. Local Message Service Charges Billed to a Calling Card or to a Third Number.
  - 2. Directory Assistance Calls Charged to a Calling Card or to a Third Number.
  - 3. Public Land Mobile Radiotelephone Transient-Unit Local Message Service (Mobile Channel Usage Link Charge).
  - 4. Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).
- B. LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the BellCore Practice BR 981-200-110, of the following types:
  - 1. Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
  - 2. Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
  - 3. Radio Link Charges where service is provided by one LEC and billed by another LEC.

## III. RESPONSIBILITIES OF THE PARTIES

- A. Cox agrees to bill, collect and remit to SWBT the charges for the services described in Section II. which charges are earned by any LEC (including SWBT), but which are to be billed to end users of Cox.
- B. In those cases in which the charges for the services listed in Section II. are due any LEC other than SWBT, SWBT will arrange to transfer these

charges to the appropriate company in accordance with accepted industry standards.

- C. Charges for the services listed in Section II. to be billed, collected and remitted by Cox for SWBT's benefit, shall be remitted by Cox to SWBT within 30 days of the date of SWBT's bill to Cox for such services.
- D. SWBT agrees to bill and collect (or to have another LEC bill and collect, where appropriate), and to remit to Cox, the charges for the services described in Section II., which charges are earned by Cox, but which are to be billed by another LEC (including SWBT) to the end users of that LEC.
- E. Charges for the services listed in Section II. to be billed, collected and remitted by SWBT or another LEC for Cox's benefit, shall be remitted by SWBT to Cox within 30 days of the date of Cox's bill to SWBT for such services.
- F. The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the other Party, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section IV, due the Party for performing the end user billing function. The Party billing the end user shall be responsible for all uncollectible amounts related to the services described in Section II. Notwithstanding this paragraph, SWBT and Cox may net amounts due to each other under this Appendix against amounts owed to either when each renders a bill to the other hereunder.
- G. Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

#### IV. COMPENSATION

A Party performing the services described in Section II. A. will compensate the other Party in the amount of \$.08 for each charge billed for any service described in Section II.A. and subsequently remitted pursuant to this Appendix by such other Party to the Party performing the services described in Section II. A. A Party performing the services described in Section II. B. will compensate the other Party in the amount of \$.05 for each charge billed for any service described in Section II. B. and subsequently remitted pursuant to this Appendix by such other Party to the Party performing the services described in Section II. B. Such compensation shall be paid (unless a Party has collected such compensation as described in Section III.F. above) within 30 days of the date of a bill for such compensation by the Party performing (or which has another LEC perform for it), the billing, collecting and remitting functions described in Section III.



- V. SWBT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY COX WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.
- VI. LIMITATION OF LIABILITY AND INDEMNIFICATION

The limitation of liability and indemnification provisions of the Agreement shall govern performance under this Appendix.

## **APPENDIX FGA**

## **APPENDIX FGA**

This Appendix to Attachment Compensation sets forth the terms and conditions under which the Parties will distribute revenue from the joint provision of Feature Group A (FGA) Switched Access Services.

These services will be provided within a Local Access and Transport Area (LATA) and/or an Extended Area Service (EAS) arrangement. The Primary Company will compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Appendix is subject to applicable tariffs.

### **1.0 Definitions**

- 1.1 Local Access and Transport Area (LATA) means a pre-established geographic area encompassing one or more local exchange areas within which a Party may provide telecommunications services.
- 1.2 The term Extended Area Service (EAS) as used in this Appendix means the provision of message telephone exchange service between two or more local exchange service areas without a toll charge.
- 1.3 Subscriber Access Lines will mean a communication facility provided under a general and/or exchange service tariff extended from a customer premise to a central office switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.
- 1.4 Feature Group A Switched Access Service includes all facilities and services rendered in furnishing FGA access service, both in EAS and non-EAS (i.e., LATA wide terminations) areas, in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate access service tariffs of the Parties.
- 1.5 The Primary Company denotes the Party with the Primary office(s).
- 1.6 The Primary Office is an office which: (1) directly or jointly connects to an interexchange carrier and /or end user; and (2) provides joint FGA switched access service to that interexchange carrier and/or end user with other end offices.
- 1.7 The Secondary Company denotes the Party with the secondary office(s).

- 1.8 The Secondary Office is any office involved in providing joint FGA switched access to an Interexchange carrier and /or end user through the switching facilities of the Primary office.
- 1.9 Revenues under this Appendix are those FGA Switched Access amounts due the Primary and Secondary Companies under their applicable tariffs, less uncollectible revenues. Revenues for any other services are not included. Uncollectible revenues are those revenues the Primary Company is unable to collect, using its regular established collection procedures. The Primary Company may offset uncollectibles against current revenue distribution.
- 1.10 Access Minutes or Minutes of Use (MOUs) are those minutes of use as described in Part 69 of the Federal Communications Commission's Rules, and are limited to those FGA MOUs which originate and /or terminate in the Secondary Office(s) covered by this Appendix.
- 1.11 Currently Effective Tariff Rate means the approved tariff rate effective on the first day of the month for which compensation is being calculated.

## **2.0 Undertaking of the Parties**

- 2.1 The Secondary Company will notify the Primary Company of all tariff rate revisions, affecting this Appendix which the FCC or other appropriate regulatory authority allows to take effect, at least 30 days in advance of their effective date. Revenue distribution will be based on the revised rates 45 days after the effective date of the tariff revisions. However, if the secondary Company fails to notify the Primary Company of a new rate within 30 days of its effective date, the Primary company may delay implementation of the new rate until the next month's revenue distribution cycle, and will not be required to adjust the previous bills retroactive.
- 2.2 Each party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of revenue, or otherwise to execute the provisions of this appendix.

## **3.0 Administration of Revenue Distribution**

The Primary Company will be responsible for the administration, computation and distribution of the FGA access service revenues collected on behalf of the Secondary Company.

4.0 **Minutes of Use (MOUs) Development**

- 4.1 The Parties will calculate the amount of FGA revenues due each Party, by determining the amount of FGA MOUs attributable to each Party as described below. The Primary Company will then multiply the MOUs by the rates in the Secondary Company's applicable tariff to determine the amounts tentatively due to the Secondary Company.

4.2 **Terminating MOUs Development**

- 4.2.1 Actual monthly premium (charged at equal access end office) and non-premium (charged at non-equal access end offices) terminating FGA access MOUs for each office in the LATA or a FGA access EAS area will be measured by the Primary Company.
- 4.2.2 Where the Primary Company cannot measure or identify the terminating FGA MOUs by end office, terminating MOUs will be total unmeasured MOUs allocated to the LATA. In this event, those MOUs will be distributed based upon the ratio of each Party's subscriber access lines, as identified in Exhibit B, which is attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company.

4.3 **Originating MOUs Development**

- 4.3.1 The Primary Company will derive and distribute monthly originating FGA access MOUs, billed by the Primary Company, to each Secondary Company's end office in the EAS calling area, as identified in Exhibit A, which is attached hereto and made a part hereof, based upon a ratio of each Party's subscriber access lines to the total subscriber access lines in the appropriate EAS area as determined by the Primary Company.
- 4.3.2 The parties recognize that since originating non-EAS calls to the FGA service area are rated and billed as intraLATA toll, such usage is assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside an EAS calling area.

5.0 **Calculation of Revenue Distribution**

- 5.1 The amount of premium or non-premium revenues due each party each month will be equal to the sum of Originating and Terminating premium or non-premium revenue for each end office. These revenues will be calculated by the Primary Company by multiplying each of the Secondary Company's effective interstate and/or intrastate FGA switched access tariff rate elements (except the

Local Transport element described below) by the appropriate MOU calculation under Sections 4.2.1 and 4.2.2.

- 5.2 Local Transport (or its equivalent under the Secondary Company's tariff and called Transport in this agreement) compensation will be determined for each company by multiplying each of the Secondary Company's Transport rates by the appropriate MOUs (as calculated under Sections 4.2.1 and 4.2.2.) by the Secondary company's percentage ownership of facilities agreed on by the Parties and set out in Exhibit B, which is attached hereto and made a part hereof.

6.0 **Revenue Distribution Amounts, Monthly Statements And Payments**

- 6.1 The Primary Company each month will calculate and prepare a monthly compensation statement reflecting the revenue distribution amounts for FGA, both EAS and non-EAS, access service due the Secondary Company.
- 6.2 The monthly compensation statement will show, for each Secondary Office, separately:
- 6.2.1 The total number of non-premium or premium terminating MOUs and revenue.
- 6.2.2 The total number on non-premium or premium originating MOUs and revenues.
- 6.2.3 The total compensation due the Secondary Company, by rate element.
- 6.2.4 The number of terminating MOUs recorded by the Primary Company.
- 6.2.5 The number of originating MOUs estimated by the Primary Company pursuant to Section 4.3 contained herein.
- 6.2.6 The number of access lines used to prorate originating usage pursuant to Section 4.3 contained herein.
- 6.2.7 The percent ownership factor, if any, used to prorate Local Transport revenues.
- 6.2.8 Adjustments for uncollectibles.
- 6.3 Within 60 Calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.

7.0 **Miscellaneous Provisions**

- 7.1 This appendix will remain in effect until terminated by thirty (30) calendar day s notice by either Party to the other.

8.0 **Limitation of Liability and Indemnification**

The limitation of liability and indemnification of the Agreement shall apply to performance under this Appendix.

## EXHIBIT A

EAS Locations for Originating and Terminating

Feature Group A Access Service

Primary Office  
Company

Secondary Office  
Company

CLLI CODE NPA-NXX  
ACCESS LINE

CLLI CODE

NPA-NXX



**EXHIBIT B**

Location for LATA Wide Termination  
of Feature Group A Access Service in  
Non-EAS Calling Areas

**SECONDARY OFFICE COMPANY**

CLLI CODE	NPA-NXX	Access Line	% Ownership of Transport Facilities	LATA
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## APPENDIX WP

## APPENDIX WP

### WHITE PAGES DIRECTORY APPENDIX

SWBT and Cox agree to the following terms and conditions for the printing and distribution of White Pages directories:

1. SWBT publishes White Pages directories for geographic areas in which Cox also provides local exchange telephone service, and Cox wishes to include listings information for its end users in the appropriate SWBT White Pages directories.
2. Cox also desires distribution to its end users of the White Pages directories that include listings of Cox's end users.
3. NOW THEREFORE, in consideration of these premises, SWBT and Cox agree as follows:

I. SERVICE PROVIDED

- A. Subject to SWBT's practices, as well as the rules and regulations applicable to the provision of White Pages directories, SWBT will include in appropriate White Pages directories the primary alphabetical listings of all Cox end users located within the local directory geographic scope. The rules, regulations and SWBT practices are subject to change from time to time, provided, however, any such change which directly conflicts with any provision of this Appendix shall not be enforced as to Cox during the term of this Appendix.
- B. Prior to the issuance of a particular directory and at such time or times as may be mutually agreed, Cox shall furnish to SWBT, in a form acceptable to both Parties, subscriber listing information pertaining to Cox end users located within the local directory scope, along with such additional information as SWBT may require to prepare and print the alphabetical listings of said directory.
- C. Cox may provide Cox's subscriber listing information to SWBT for inclusion in the White Pages directory via either a mechanical or manual feed of the listing information to SWBT's listing database or the Cox may choose to provide listings in the form of camera ready copy.
- D. If Cox provides its subscriber listing information to SWBT via a mechanical or manual feed such listings are to be alphabetically interfiled (interspersed) in the SWBT directory among SWBT subscriber listings. If Cox provides its subscriber listing information to SWBT in the form of

camera ready copy, SWBT will include such listings as a separate section of the White Pages directory included in a separate section of the SWBT White Pages directory.

- E. Sixty (60) days prior to the business office close date for a particular directory, SWBT shall provide Cox a verification list of its subscriber listings, as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each Cox end user. Cox shall review this verification list and shall submit to SWBT any necessary additions, deletions or modifications within thirty (30) days of receipt of the list from SWBT.
- F. If Cox provides its subscriber listing information to SWBT in the form of camera ready copy. SWBT shall provide Cox sixty (60) days written notice of the date by which Cox must provide this information to SWBT.
- G. Sixty (60) days prior to the directory close, Cox shall provide to SWBT written specification of the total number of directories that it will require, along with the number of directory(ies) that each Cox end user will require. SWBT will provide one (1) copy of the directory for each primary listing to Cox end users, unless otherwise instructed by the Cox.
- H. SWBT will include Cox specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. This page will also include specific information pertaining to other LSPs. At its option, Cox shall provide SWBT with its logo and information in the form of a camera ready copy, sized at 1/8<sup>th</sup> of a page.
- I. At its request, Cox may purchase "Informational Page(s)" in the informational section of the White Pages directory covering a geographic area. Such page(s) shall be no different in style, size, color and format than SWBT "Informational Pages". Sixty (60) days prior to the directory close date, the Cox shall provide to SWBT the "Informational Page" in the form of camera- ready copy.

## II. USE OF SUBSCRIBER LISTING INFORMATION

- A. Cox authorizes SWBT to use the subscriber listing information provided to SWBT pursuant to this Appendix for the sole purpose of including the listings in the appropriate printed White Pages directory and directory assistance databases where such service is provided by SWBT.

B. At Cox's request, SWBT shall transmit Cox's end user listing information to designated third party directory publishers for a one-time administrative fee of one hundred dollars (\$100.00) per occurrence, per directory publisher.

### III. PRICING

- A. The rates for the services described herein are identified on Exhibit I. If Cox provides its subscriber listing information to SWBT via a mechanical or manual feed of the listings to SWBT's listings database, SWBT will assess per book copy, per subscriber line, charge when directories are delivered to Cox end user premises, or an annual, per book copy charge when delivered in bulk to Cox. Included in this rate, Cox will receive for its end user, one single listing in SWBT's White Page directory, and one copy of the directory delivered to either its end user's premises, or in bulk to the Cox location for each primary listing.
- B. Where an Cox end user requires additional listings to appear in the White Pages directory, SWBT will assess Cox an annual charge for such listings at existing SWBT tariff rates.
- C. For any "Subsequent" directory orders (orders placed after the initial order/forecast is provided - see I. G. above), SWBT shall charge Cox a per book copy charge. This rate applies, per book copy, when such directories are delivered in bulk to Cox or to the Cox's end user premises.
- D. For inclusion of the Cox "Informational Page" in the White Pages directory, SWBT shall charge the Cox an annual fee for inclusion in the Metropolitan area book.

### IV. ASSIGNMENT

The subscriber listing information shall remain the property of Cox. Except as stated in Section II herein, SWBT shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall SWBT authorize any other company or any person to use the subscriber listing information for any other purpose. SWBT shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SWBT takes to protect its own listings from unauthorized use), whether by SWBT, its agents, employees or others.

V. LIABILITY

- A. In addition to the Limitation of Liability and Indemnification provisions of the Interconnection Agreement, Cox hereby releases SWBT from any and all liability for damages due to errors or omissions in Cox's subscriber listing information as provided to SWBT under this Appendix, and as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- B. Cox shall indemnify, protect, save harmless and defend SWBT (or SWBT's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in Cox's subscriber listing information as it was submitted by Cox and appears in the White Pages directory, including any error or omission related to non-published or non-listed subscriber listing information.
- C. This Appendix shall not establish, be interpreted as establishing, or be used by either party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

VI. BREACH OF CONTRACT

If either Party is found to have materially breached this Appendix, the non-breaching Party will notify the breaching party and thirty days will be allowed to cure the breach. If the breach is not cured the non breaching party may terminate the Appendix by providing written notice to the breaching party, whereupon this Appendix shall be null and void with respect to any issue of SWBT's White Pages directory published sixty (60) or more days after the date of receipt of such written notice.

VII. TERM

- A. This Appendix shall continue in force for one (1) year until terminated by sixty (60) days prior written notice by either Party to the other. Upon termination, SWBT shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by Cox, and shall promptly return such subscriber listing information to the Cox.

- B. Upon termination of the interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section V herein shall continue with respect to any directory published within sixty (60) days of termination.

**APPENDIX WP  
EXHIBIT I  
PRICE LIST**

White Pages Directory	Price Per Book Copy for Initial Order Bulk Delivered to Cox	Price Per Book Copy Delivered To Cox End User	Price Per Single Sided Informational Page	Price Per Book Copy Ordered After Initial Order <sup>1</sup>
Oklahoma City	\$3.46	\$4.90	\$2,076.92	\$10.00
Tulsa Business	\$3.46	\$4.90	\$2,076.92	\$10.00
Tulsa Residence	\$3.46	\$4.90	\$2,076.92	\$10.00

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<sup>1</sup> Subject to availability.



## **APPENDIX PORT**